



CONFIDENTIALITY AGREEMENT POLICY

Employees, Volunteers, and others who are associated with TAP, may have access to confidential information that is needed to perform their duties. Staff, Client and Personnel information (including, but not limited to health care information, policies and procedures, and salary/wage information.) from any source and in any form (e.g., paper records, verbal communication, data, etc.) is strictly confidential. As a condition of employment or for others who provide services to TAP such as volunteers, interns, clients, grant monitors, taskforce/commission members and subcontractors are required to read and comply with TAP's Confidentiality Policy and Agreement. Those associated with TAP should understand and agree to comply with the statement before signing. The signed agreement will be kept in Human Resources and/or TAP's Administrative Office.

Statement of Principle

Total Action for Progress (TAP) recognizes that the right to confidentiality is a key component in the delivery of services. It is the policy of TAP to hold confidential all communications, observations and information made by, between or about clients, their family members, staff, volunteers and taskforce/commission members.

All information about the above individuals will be kept absolutely confidential and will not be disclosed except for the following situations:

- 1) **Release of Information** – In order to discuss professional information about a specific client and/or their situation, the client will have to sign a Release of Information form before TAP workers (including staff, interns, volunteers, and/or taskforce/commission members) can release such information. Before signing the release, the client is aware that they are not required to sign this form. Therefore, if they do not sign the form, then TAP cannot release nor discuss professional information. If the client does choose to sign the release, they are notified of the following:
 - a) The form will only be used for a specific request for information and/or for a specific purpose;
 - b) The Release of information is limited to the person, agency or company named and this information will not be passed on to anyone else or be used for any other purposed that the one specified;
 - c) To make sure the release of information is in their best interest before signing; and
 - d) The Release of Information expires within 30 days.

- 2) Allegations of Abuse – Some TAP direct service workers are obligated by law to contact Child Protective Services (CPS) and/ or Adult Protective Services (APS) if a child/ elderly person / incapacitated adult is suspected of being abused or neglected. Employees are informed/trained regarding their responsibility to report during initial training.
- 3) The Duty to Warn – In special circumstances, TAP workers may release essential client information without client's permission when client or other persons are deemed to be in imminent danger. This usually involves actual threats against clearly identified victims. A TAP worker shall try to obtain consent from the client before warning victims and local law enforcement officials of the potential danger.
- 4) Subpoena – In accordance with the laws of the Commonwealth of Virginia, TAP workers may be obligated to comply with a subpoena or other legal process to disclose information. If possible, a TAP worker shall make every effort to comply with the client's wishes regarding the subpoena or other legal action.

All TAP workers and individual clients receiving or requesting services are to be familiar with, adhere to and be accountable for maintaining TAP's confidentiality policy. Signed Confidentiality Policy Receipts shall be filed in the administrative offices.

Any individual who contacts TAP is entitled to the full right to confidentiality as outlined within this policy. In order to minimize the risk of breaching confidentiality, every effort shall be made to collect only that information which is required to effectively deliver services or is essential to funding source reports.

Areas of Confidentiality

Confidentiality shall apply to all communications, observations, and information applicable to the delivery of services within TAP. Communication includes face-to-face, fax, e-mail, internet-based communication, including social networks, or telephone contacts with clients requesting or receiving services and any other person who provides information regarding the client. Observation includes any behavior, actions or comments noted by staff while providing services or while securing assistance from other agencies. Information includes any data conveyed by the client to a TAP worker, not specified above.

Storage of Records

All information collected from clients receiving services shall be kept in a centralized and secure location within the administrative offices. These records are to be secured in a manner, which prevents unauthorized individuals from accessing them during office hours. During non-office hours, all records are secured in a locked file. No record should be removed from the administrative office unless authorized by the President of TAP or the Sr. Vice President of TAP.

Furthermore, all TAP Staff and TAP Volunteers, Interns, Clients, Grant Monitors, Taskforce/Commission Members and Subcontractors who may have access to such confidential information, this information may only be used as necessary to carry out the functions of the job or volunteer work, and that any such

information for any other purpose or disclosure of any such information to anyone inside or outside TAP, (including spouse, children, parents, other relatives or friends), except where absolutely necessary for the conduct of TAP's business, is strictly prohibited. TAP Staff workers also understand that they are not authorized to provide access to such data via interfaces, computer databases or downloads of data from such databases to other TAP employees, companies or vendors unless proper authorization is obtained beforehand. Any such disclosure must be approved by the President or the Senior Vice President of TAP. TAP staff workers may not remove any such information from TAP's premises, unless required in the performance of the job or volunteer work. Accordingly, to protect TAP's Confidential Information that will be disclosed all TAP workers agree as follows:

- To hold the Confidential Information received from TAP in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- To not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by TAP.
- To not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of the duties for TAP.
- Upon the request or upon termination of the TAP staff worker's relationship with TAP, the TAP staff worker will deliver to TAP any drawings, notes, documents, equipment, and materials received from TAP or originating from activities for TAP.
- TAP reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

All TAP workers acknowledge that violation of the foregoing confidentiality obligations will cause TAP irreparable harm and agree that TAP is entitled to protection from such violations, including protection by injunctive relief, in addition to other remedies available under the law. This agreement shall be construed in accordance with laws governing contracts made and to be performed in the State of Virginia.

Notwithstanding any other provision of this policy, nothing herein requires any employee to engage in any illegal action, nor does it prevent an employee from engaging in actions protected by law, such as reporting to appropriate regulatory and enforcement agencies acts or omissions that are genuinely believed to be unlawful or for non-supervisory personnel to discuss the terms and conditions of their employment.

TAP Board of Directors Approved 10/21/14



Signature Form for Confidentiality Policy:

I, _____ have read, understand and will adhere to
Name
TAP's Confidentiality Policy. I received my own copy of the policy on _____.
Date

Name (Printed)

Name (Signed)

Date