

River Valley Child Development Services

Confidentiality Agreement

Effective: September 10, 2013

1. I understand that the confidentiality of individuals served by River Valley Child Development Services is protected by WV Code 27-3-1 et seq., and that unauthorized release of client records or information may result in civil and/or criminal action.
2. I agree not to divulge any records or information pertaining to children and/or families served by River Valley Child Development Services without prior written permission from the client, parent, legal guardian or surrogate parent.
3. I understand that the obligation to maintain confidentiality includes an obligation not to divulge the fact that a child and/or family is, or has been, a recipient of services provided by River Valley Child Development Services.
4. I understand that a subpoena does not constitute a court order such as would justify the release of an individual's records without the prior written permission of the child and/or family served or his/her legal guardian.
5. I agree that if I am ever subpoenaed or court ordered to provide information regarding an individual served by this agency, I will notify my immediate supervisor and will abide by the instructions given me concerning the situation.
6. I agree not to divulge any unauthorized confidential information regarding River Valley Child Development Services employees, volunteers, clients or associates, nor will I allow unauthorized persons access to personnel files. Confidential personnel information includes but is not limited to employee's address, telephone numbers, wages, results of physical examinations and/or physical conditions; disciplinary actions; performance reviews; complaints or appeals filed.
7. I agree not to divulge any records or information pertaining to River Valley Child Development Services' fiscal matters, including but not limited to wages, credit card numbers, account numbers, proposed budgets.
8. I agree to not permit unauthorized persons access to agency computers, software, hardware or programs nor to permit copying of files.
9. I understand that passwords and codes are confidential.
10. I agree to report the loss or theft of materials and/or information, confidential or otherwise, (i.e. keys, credit cards, files) to the Program Director or Director of Business & Finance immediately.
11. I understand that a breach of an individual's confidentiality may result in immediate dismissal of volunteer and disciplinary action, up to and including termination of employment of employee.

I certify that I have read this Agreement and understand the contents herein. I will contact my immediate supervisor if I need additional training.

Employee Signature

Date