



CONFIDENTIALITY AGREEMENT

For Marley's Mission, Inc.

*Applies to all Marley's Mission, Inc. employees, trauma therapists, Trauma Therapist and/or Therapists, independent contractors, medical staff, medical and health care professionals, business partners, temporary personnel, staff, guests, interns, and volunteers
(herein referred to as "workforce members").*

It is the responsibility of all **Marley's Mission, Inc.** workforce members, as defined above, to preserve and protect confidential patient, patient relations/guardians, participant, workforce members, employee and business information.

The Federal Health Insurance Portability Accountability Act (HIPAA) Privacy Law, govern the release of patient identifiable information by hospitals and other health care providers. HIPPA establishes protections to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law or the patient or individual.

Confidential Patient Care Information includes:

Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patient's and/or patient's family members' records, test results, conversations, research records, and financial information. Examples include, but are not limited to:

- Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- Patient insurance and billing records;
- Patient's caregiver, guardian, medical and healthcare professional contacts and information;
- Computerized patient data;
- Visual observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient.



Confidential workforce member (as defined above), includes, but is not limited to, the following:

- Workforce member home telephone number and address;
- Spouse or other relative names;
- Social Security number or income tax withholding records;
- Information related to evaluation of performance;
- Other such information obtained from **Marley's Mission, Inc.** records which if disclosed, would constitute an unwarranted invasion of privacy; or
- Disclosure of Confidential business information that would cause harm to **Marley's Mission, Inc.**

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, risk management and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to **Marley's Mission, Inc.** and its affiliates, including business, employment and medical information relating to our patients (or our patient's families, caregivers, guardians, siblings, medical and health care providers), as well as our workforce members (as defined above).
3. I shall only access or disseminate patient care information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted policies of **Marley's Mission, Inc.** or where no officially adopted policy exists, only with the express approval of my supervisor, the Program Director or designee. I shall make no voluntary disclosure of any discussion, deliberations, patient care records or any other patient care, peer review or risk management information, except to persons authorized to receive it in the conduct of **Marley's Mission, Inc.** affairs.
4. **Marley's Mission, Inc.** performs audits and reviews patient records in order to identify inappropriate access.
6. I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.



7. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make me subject to legal and/or disciplinary action.
8. I understand that the law specially protects psychiatric and drug abuse records, and that unauthorized release of such information may make me subject to legal and/or disciplinary action.
9. My obligation to safeguard patient confidentiality continues after my termination of employment, participation, work, and/or volunteer time with **Marley's Mission Inc.**
10. **Marley's Mission, Inc.** prohibits the use of video (e.g., camcorder, digital, cell phone or any other type of video producing equipment), cameras, and voice recording devices in the workplace for anything other than a Marley's Mission defined event.

This policy is to protect the privacy and security of all **Marley's Mission, Inc.** workforce members and participants, as well as protect company confidentiality.

Under certain circumstances employees may be responsible for recording (i.e., videography, photography, etc.) designated **Marley's Mission, Inc.** events. Any such images or recordings are the property of **Marley's Mission, Inc.**

Any video, photography, or voice recording of participants or workforce members requires a signed **Release Form.**

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that **Marley's Mission, Inc.** may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination with **Marley's Mission, Inc.**

Print Name:	Signature:
Title/Occupation: VOLUNTEER	Dated:

April Loposky, Founder/Program Director

Date