



GENERAL CONFIDENTIALITY AGREEMENT

I, _____, acknowledge that as a result of my relationship with Family Promise of Juneau (FPJ), I will, or may, be exposed to information which is confidential to FPJ and the people they serve. '**Confidential Information**' is defined as all data and information relating to the business and management of FPJ, including guest information such as descriptions, names, demographic information, circumstances and status. 'Confidential Information' also includes any information pertaining to FPJ business matters and information that has been disclosed by a third party to FPJ.

I agree to the following:

1. Keep all 'Confidential Information' confidential and secure.
2. That all 'Confidential Information' will remain the exclusive property of FPJ. 'Confidential Information' may not be used for any purpose that might be directly or indirectly detrimental to FPJ, FPJ employees, other contractors, volunteers, or guests, excluding whistleblower situations.
3. To establish and maintain necessary procedures to insure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) ACT, and Alaska Personal Information Protection Act.
4. Understand that any disclosure of 'Confidential Information' may result in civil and/or criminal penalties of fines and/or imprisonment depending on the found violation. Take all necessary steps to ensure that the terms of this Agreement are not violated in any way.
5. Upon request of FPJ or upon expiration or termination of this Agreement, or the expiration or termination of the contract or volunteer or student status, turn over to FPJ any documents, computer or other digital media, or other material that is connected with or derived from my services to FPJ.
6. Immediately notify FPJ if I fail to maintain the confidentiality of any of the 'Confidential Information' and take all reasonable steps necessary to retrieve the lost or improperly disclosed 'Confidential Information'.
7. Any disclosure of 'Confidential Information' may result in the termination of my contract, volunteer status or student status with FPJ and that I may not be permitted to engage in any type of employment or contractual work with FPJ in the future.
8. This agreement will continue for a period of one (1) year from the date of signature providing there is continual service or unless otherwise terminated.



Exceptions:

1. Any information that is required to be reported under Alaska Statutes 47.17 and 47.24.010 (Mandatory Reporter regulations) such as:
 - a. Known or suspected child abuse or neglect.
 - b. Intent to harm self or others, including warning of potential victims (Duty to warn – Tarasoff case).
 - c. Abuse or neglect of a vulnerable adult (i.e. elderly or disabled person).
2. In order to report abuse or neglect of a vulnerable adult and comply with HIPAA, 42 C.F.R. Part II, and Alaska statutes, one of the following are required:
 - a. Obtain an Authorization for Release of Information (ROI) from the client to make the report.
 - b. Make an anonymous report of known or suspected abuse or neglect.
 - c. Obtain an appropriate court order that mandates the report.

Employee's Printed Name

Employee's Signature

Date