

CONFIDENTIALITY POLICY/AGREEMENT

POLICY

The Alliance Center for Independence (ACI) considers it everyone's responsibility to respect and maintain the confidentiality of its employees, volunteers, visitors and consumers.

This policy covers all persons working, volunteering or doing business with ACI both during and after employment, volunteering and/or when business with ACI has been completed or terminated.

This policy prohibits confidential information from being accessed, disclosed or released in any format to or by any person/business that does not have a "need to know" without the proper consent of the individual/consumer involved and/or ACI.

Violation of this policy is cause for disciplinary action up to and including dismissal.

This policy is intended to address:

- A. Employee responsibility and violations of policy
- B. Examples of types of information to be protected
- C. Increase employee awareness of confidentiality

DEFINITIONS

Confidentiality means to ensure that information is accessible only to those authorized to have access.

Middlesex L.E.A.D.S. stands for Middlesex Listen, Educate, Advocate, and Demand Safety and is the collaboration between ACI and the Middlesex County Center for Empowerment.

Employee includes all full and part-time paid staff members, individuals acting in the capacity of staff at the workplace, such as volunteers, interns, fellows, and board members.

Workplace includes the main office, all outreach offices, the consumer's home when employees are performing their job duties for ACI (i.e. personal care, IL skills training, etc.), and any other location where employees are acting as an agent of or conducting business for ACI.

PROCEDURES

A. EMPLOYEE RESPONSIBILITY AND VIOLATIONS OF POLICY

All individuals are expected to be professional and maintain confidentiality at all times, whether dealing with actual records, projects, or conversations, and abide by the obligations of contractual confidentiality agreements. Situations in violation of this policy include, but are not limited to:

- “Loose” talk among ACI employees about personal information about any consumer or fellow employee.
- Allowing unauthorized access to ACI computers to confidential consumer and employee information, financial data, and other records.
- Sharing information about any ACI consumer, who has been involved in one of the Middlesex L.E.A.D.S. programs, to parties other than those whom a release has been garnered.
- Sharing of information acquired by persons in the course of their work to others who don't have a need to have the information; accessing information that the individual doesn't have the authority to access in the course of their work, or doesn't have a need to know to carry out their job duties.
- Sharing of information relative to confidential personnel matters.
- Sharing information about another person on social media without that person's consent.

- Discarding confidential documents in non-secured trash (i.e. secured shredder bins must be used).
- Not storing confidential files in a locked filing cabinet or office.
- Leaving confidential files and/or documents out in the open when not in use.

B. EXAMPLES OF TYPES OF INFORMATION TO BE PROTECTED

- 1. Consumer Information:** Consumer information must not be accessed, removed, discussed with or disclosed to unauthorized persons, either within or outside of ACI, without the expressed written consent of the consumer.

All individuals having access to confidential information are bound by strict ethical and legal restrictions on the release of information.

No individual may disclose to a third party, including his/her own family, information learned from consumer records, ACI data base information systems, or any other confidential sources during the course of his/her work.

No individual may access confidential information that they do not need to know to carry out their job duties. Employees may not access, release or discuss personal information of other employees without proper consent, unless the employee must do so to carry out specific assigned job functions.

- 2. ACI Information:** ACI information that must be protected includes but is not limited to:
 - Ongoing negotiations (e.g. labor contracts, leases, purchases)
 - Pending litigation and/or investigations
 - Confidential commercial or financial information

This information may not be accessed, removed, altered or disclosed unless ACI administration has given proper authorization.

3. **Individual Matters:** This includes personnel, consumer, and other similar files.

C. Increase Employee Awareness of Confidentiality

Each new employee, as well as current employee will receive training on this policy and on the importance of maintaining confidentiality in general and specifically in relation to disclosures of abuse.

Each current and future employee will sign the confidentiality agreement at the end of this document.

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CONFIDENTIALITY AGREEMENT

As an employee of the Alliance Center for Independence (ACI), I may have access to confidential information and identifiable consumer information which will be treated as confidential according to this agreement.

Additionally, personal employee information such as home address, telephone numbers, and work schedules are to be considered confidential.

Retrieving and/or discussing confidential information for any other purpose besides what is required by my job responsibility is prohibited, and may be considered grounds for disciplinary action, including dismissal.

I understand the information to which I have access to through ACI data systems is also confidential. Any disclosure of such information or use of the data or computer systems for any purpose other than that required by my duties will be considered grounds for disciplinary action, including dismissal.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

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