

## **BWEIP CONFIDENTIALITY AGREEMENT FOR BTOTS/CHARM USERS**

[Name of EI provider] contracts with the Utah Department of Health, the designated Lead Agency responsible for the administration of the statewide early intervention program, to provide early intervention (EI) services. [Name of provider], in connection with its contractual duties with the lead agency, is responsible for ensuring employees are trained in the proper handling of confidential information. This Confidentiality Agreement provides general guidelines regarding access and use of confidential information. Each contracting EI program director is responsible to supplement this agreement with more detailed instructions for how confidential information will be handled to safeguard against improper use or disclosure. This agreement also places responsibility on the employee to become familiar with the confidentiality requirements of the early intervention program.

### **INSTRUCTIONS:**

The employee will read and initial each of the provisions of this agreement thereby acknowledging that each provision has been satisfactorily explained by the designated trainer and understood by the employee.

### **AGREEMENT:**

1. \_\_\_\_\_ As an employee, you have access to confidential information. This access may be part of your direct job duties. It also includes access incidental to your primary job duties. Federal and state law protects confidential information. Confidential information may take many forms, including but not limited to paper, electronic, and oral. Confidential information includes medical; personnel; financial and demographic information about individuals, health care providers, and facilities; employees; and information proprietary to other companies and agencies or persons.
2. \_\_\_\_\_ Early Intervention relies on the collection of confidential information. Improper use or disclosure of confidential information jeopardizes early intervention program initiatives and efforts. Improper use or disclosure also may expose you or your program to legal liability.
3. \_\_\_\_\_ You may access and use confidential information only for which you have a need to know to do your work.

4. \_\_\_\_\_ You may not discuss confidential information, including the names of individuals, health care providers and facilities, employees, and information proprietary to other companies or persons, except as necessary to do your work. You must take all necessary and reasonable measures to safeguard confidential information from improper use or disclosure.
5. \_\_\_\_\_ You may not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as expressly and properly authorized by your supervisor.
6. \_\_\_\_\_ This document does not cover all handling instructions or restrictions on your access to or use of confidential information. You have the responsibility to become informed about and to follow your employer's policies and procedures, including applicable federal and state laws, concerning proper treatment of confidential information.
7. \_\_\_\_\_ Upon receiving training from your employer, you are responsible to know the policies and laws governing information to which you have access, including information provided to you by other programs. If you have any questions about the confidentiality or appropriate handling of information, you are responsible for obtaining advice from your immediate supervisor or such individual designated by your employer to answer questions about confidential information.
8. \_\_\_\_\_ You must safeguard and not disclose any personal access code, password or other authorization that allows you to access confidential information.
9. \_\_\_\_\_ You are encouraged to speak to other employees to promote safeguarding confidential information if you see that their activities or practices may compromise confidential information.
10. \_\_\_\_\_ A breach of this confidentiality agreement may result in corrective or disciplinary action. You may also be subject to termination of employment, as provided in your employer's policy and procedure manual. A breach of privacy practices also may subject you and your employer to civil and criminal liability.
11. \_\_\_\_\_ This agreement may be reviewed and renewed each year by signing and dating a new document. This agreement remains in effect if a new document is not signed. The requirement for maintaining confidentiality of information gained during employment survives termination of your employment.

\_\_\_\_\_  
Employee Signature/Date

\_\_\_\_\_  
Supervisor Signature/Date

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_