



Policy Name:	Oath of Confidentiality	Date Revised:	9/2017
Purpose:	Onboarding Process for New Hires	Board Approval:	9/2017

When anyone enters GNB, we have an obligation to keep in confidence all private or personal information. This responsibility is shared by all staff. Failure to properly observe confidentiality is a breach of business ethics, and it may result in disciplinary action by the organization or legal action by the affected party.

Your supervisor will explain how to handle requests for confidential information or how to refer such requests to people with authority to release such information. When confidential information must be discussed with someone who needs to know it, be sure it is shared in a manner and a setting where the information is not disclosed accidentally to others.

All staff will be subject to signing an Oath of Confidentiality and adhering to its content.



OATH OF CONFIDENTIALITY

Date of Distribution: _____

I, _____, realize all information regarding any Ward of the Court (Probation of Foster Child) is **CONFIDENTIAL** and I will not disclose any such information to any source outside the Agency or foster family. The nature of service provided by Greater New Beginnings Youth Services, Inc. requires information to be handled in a private confidential manner.

Information about our business or our employees or clients will only be released to people or agencies outside the company with our written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes, or other documents will remain part of the Agency's confidential records.

In performing employment duties, Employee acknowledges that they will directly or indirectly gain access to "Protected Health Information" ("PHI") as that term is defined under the federal Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). Employee further acknowledges that the PHI is protected from disclosure by HIPAA and applicable state laws, including the California Confidentiality of Medical Information Act, the Lanterman-Petris-Short Act and other pertinent statutes and regulations, the violation of which is the basis of both civil and criminal liability.

Employer is unwilling to employ Employee unless Employee agrees to maintain the confidentiality of all PHI as set forth in this Agreement.

This agreement shall commence on the employees date of hire and the obligations herein shall continue in effect so long as Employee uses, discloses, creates, or otherwise possesses any PHI created or received during their employment with employer and until all PHI created or received during their employment with Employer.

Use of PHI by Employee. Employee may only use and disclose PHI created or received by them during the term of their employment, on behalf of Employer, for the purposes of carrying out the provisions of the Health Care Provider Contracts.

Maintenance of Security and Privacy of PHI. Employee hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, and all other applicable laws. Employee further agrees not the use or disclose PHI except as expressly permitted by this Agreement, applicable law, or the Health Care Provider Contracts. Employee further agrees to use appropriate safeguards to prevent use or

disclosure of PHI not permitted by this Agreement, applicable law, or the Health Care Provider Contracts.

The undersigned employee agrees to abide by this oath of confidentiality agreement. Breach of this oath can result in termination of employment.

Employee Signature

Print Name

Date

Witness Signature

Print Name

Date