



## Honoring Opportunities for Personal Empowerment

PO Box 13374, Des Moines, IA 50310

### Policy and Procedures on Confidentiality

This Confidentiality Agreement (Agreement) is made by and between Honoring Opportunities for Personal Empowerment, (H.O.P.E. ) an Iowa non-profit corporation and \_\_\_\_\_ (Independent Contractor).

#### **Purpose**

H.O.P.E. provides Supported Community Living (SCL), Supported Employment (SE), Consumer Directed Attendant Care (CDAC), Respite and Transportation services for individuals who are eligible. In the process of providing services, H.O.P.E. is sometimes given access to personal information of the individuals they support. The Independent Contractor is contracted with H.O.P.E. and potentially has access to personal information of the individuals served by H.O.P.E. H.O.P.E. has an interest in maintaining the confidentiality of personal information from disclosure and/or inappropriate use.

**Protection of Personal Information.** "Personal Information" is defined as individually identifiable health, social history, progress reports, residential, vocational, financial and educational information generated by or for H.O.P.E. regarding the individuals H.O.P.E. supports that is kept or maintained in any format or medium. Independent Contractor agrees that personal information created, maintained, or disclosed by H.O.P.E. shall at all times be considered confidential information. In consideration of Independent Contractor's continued contract with H.O.P.E. and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Independent Contractor agrees to maintain the confidentiality of personal information of the individuals H.O.P.E. supports in accordance with the terms and conditions contained herein.

Independent Contractor understands and agrees that as part of his/her contract he/she may be using, or have access to, personal information and other information of the individuals H.O.P.E. supports. Independent Contractor agrees that during the term of his/her contract and thereafter, he/she will not divulge any such personal information to any person or entity unless authorized by H.O.P.E. as indicated on the current release of information, the individual supported by H.O.P.E., or required by law. Prior to releasing information, Independent Contractors must verify that a release is on file for the specified person or entity. Independent Contractor further agrees that he/she will only access personal information and any other information regarding the individual H.O.P.E. supports as necessary to perform his/her job functions. If an emergency arises in which the participant needs immediate care, verbal consent may be obtained by the participant /guardian. H.O.P.E. will follow up in ensuring a written release of information is then obtained and filed. In the event Independent Contractor discloses personal information about individuals H.O.P.E. supports, or witnesses the inappropriate use or disclosure of personal information, he/she shall report such inappropriate use or disclosure to the Chief Executive Officer or Chief Operating Officer immediately.

Additionally, the Independent Contractor understands and agrees that the policies, business practices and procedures of H.O.P.E. are not to be shared with persons or other organizations that might be a conflict of interest or a potential competitor of the same services that H.O.P.E. provides.

**Remedies in the Event of Inappropriate Disclosure or Breach of this Agreement.** In the event of an inappropriate disclosure or breach of this agreement, Independent Contractor agrees and acknowledges that H.O.P.E. may take such action as appropriate to preclude or limit further disclosure including but not limited to, an injunction in the District Courts of the State of Iowa and such other legal remedies as permitted under law. Furthermore, if the Chief Executive Officer and/or Chief Operating Officer determine that an inappropriate disclosure or breach has occurred through the actions or involvement of the Independent Contractor, the undersigned Independent Contractor hereby agrees and acknowledges that H.O.P.E. may terminate the contract entered into between H.O.P.E. and Independent Contractor immediately. In the event of termination, he/she will return to H.O.P.E. all personal information in his/her possession.

**Indemnification.** Independent Contractor shall indemnify and hold harmless H.O.P.E., its officers and employees, against any and all actions, lawsuits, claims, demands, disputes and/or liabilities and against all loss, damage, costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any act or inaction under this Agreement or due to any alleged disclosure of personal information by Independent Contractor.

**No Employment Contract.** This Agreement is not an employment contract and does not of itself give Independent Contractor any employment rights. The relationship between H.O.P.E. and Independent Contractor is governed by the Contract between H.O.P.E. and Independent Contractor which has been separately executed.

**Choice of Law.** The laws of the State of Iowa shall govern this Agreement.

**Entire Agreement.** This Agreement reflects the entire agreement between H.O.P.E. and the Independent Contractor regarding the protection of confidential information, including personal information, and may only be amended in writing signed by both parties.

H.O.P.E.  
(Honoring Opportunities for Personal Empowerment)

Independent Contractor

Date

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- Linda Matkovich, CEO
  - Amy Wallman Madden, COO