

Open Arms Therapy (OAT) Confidentiality Agreement

The Open Arms Therapy (OAT) Confidentiality Agreement is detailed herein.

The Confidentiality Agreement is hereinafter referred to as “CA.” Open Arms Therapy is hereinafter referred to as “OAT.”

The CA applies to all employees, whether paid or volunteer, of OAT.

An employee is defined as a person or entity who performs duties related to OAT, and includes anyone acting as a member of the Board of Directors for OAT, a volunteer who works with clients of OAT or any person or entity who may receive any compensation from OAT, except that independent contractors are not employees of OAT.

The following agreement is between _____, employee and OAT:

1. It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under law, it is agreed that:
 - A. The Confidential Information to be disclosed may be described as and includes:
 - i. Information received or learned about any client of OAT, that is learned during the course of and pursuant to the business operations of OAT; or
 - ii. Information received or learned about any employee of OAT, that is learned during the course of and pursuant to the business operations of OAT; or
 - iii. Information received or learned about any client or employee during the business operations of OAT, whether or not such information pertains to or is relevant to OAT business or activities.
 - B. The signor below shall limit disclosure of confidential information within OAT to its directors, officers, partners, members, employees or independent contractors only if:
 - i. The information disclosed is pertinent or relevant to OAT business or activities; and,

ii. Is not “gossip” in nature or for the purpose of transferring information in order to gossip.

C. The signor below is in no way obligated to limit the disclosure of information received or learned about a client of OAT or employee of OAT that was received or learned prior to signor’s relationship with OAT; however, if the information received or learned, if disclosed, would harm a client or employee of OAT, or otherwise embarrass or harass a client or employee of OAT, or would otherwise be considered as gossip then the signor shall not disclose said information. If the information received or learned is a matter of public knowledge than the obligations of this confidentiality agreement do now apply; however, if the information received or learned, if disclosed, would harm a client or employee of OAT, or otherwise embarrass or harass a client or employee of OAT, or would otherwise be considered as gossip then the signor shall not disclose said information.

2. It is the purpose of this confidentiality agreement to keep from disclosure any and all information received or learned about any OAT client or OAT employee, even if that information appears harmless or not relevant to any OAT business or activity. OAT members and employees pride themselves on discretion and confidentiality.

3. This agreement states the entire agreement

The signature of _____ below indicates that he/she has received this CA and by signing below avers that he/she understands this CA and its policy.

SIGNED _____, 20__.

Employee

Printed name of employee

Position of employment with OAT

I, _____, have been provided with an opportunity to ask questions about this policy and state that I have read this CA and understand what I have read.

Employee

Date

I, _____, have witnessed the signature of _____
to this CA on _____, 20__.

Witness

I, _____, have witnessed the signature of _____
to this CA on _____, 20__.

Witness