

## *T&E CARE CONFIDENTIALITY POLICY*

### *GUIDELINES FOR VOLUNTEERS:*

*Volunteers play an important role in the work of Tredyffrin & Easttown Care. The assistance and support they offer to the Organization and its clients is invaluable and their contributions are part of what make T & E Care work. The following guidelines have been developed to assist you in serving in this unique function. Offering to volunteer with T&E Care assumes your understanding and agreement with these guidelines.*

### *CONFIDENTIALITY:*

*Information you may see or hear can affect the lives and futures of T&E Care clients and their families. Volunteers must respect the privacy of this information and maintain the same in strict confidence.*

### *RELATIONS WITH T&E CARE CLIENTS:*

*Volunteers are viewed by T&E Care clients as representatives of T&E Care and are perceived by clients as authority figures. When clients raise issues of a personal or controversial nature, volunteers are placed in a difficult position. While working in a volunteer capacity for T & E Care, however, volunteers must refrain from debating, discussing or imposing their opinions on clients on personal or controversial issues.*

### *SPECIAL CIRCUMSTANCES:*

*In some instances volunteers may be asked to sign a Confidential Disclosure Agreement substantially in the form set out below. This is due to the extensive access that the volunteer may have to confidential information and is intended to serve as a reminder of his/her obligation to maintain the confidentiality of this information. Please note that the directors and officers of T&E Care are required by law to maintain such confidentiality; this is not necessarily the case with volunteers. Accordingly, when the volunteer has extensive access to confidential information but is not an officer or director, T&E Care may require execution of a Confidential Information Agreement to specify what his/her obligations are with respect to the information received.*

**FORM OF CONFIDENTIAL DISCLOSURE AGREEMENT**  
**Tredyffrin & Easttown Care**

This Agreement is by and between Tredyffrin & Easttown Care, a not-for-profit corporation (“T&E Care”) and \_\_\_\_\_ (“Volunteer”).

The Effective Date of this Agreement shall be the last date signed by a party below.

**1. Background**

- 1.1 T&E Care assists individuals and families who have financial and other problems and, in providing this assistance, frequently obtains information of a personal or confidential nature.
- 1.2 Volunteer wishes to work with T&E Care and recognizes the personal and confidential nature of the information with which she will come into contact in working with T&E Care.

**NOW, THEREFORE,** the parties agree as follows:

- 2.1 Definition of Confidential Information. "Confidential Information" shall mean any type of information or material disclosed to Volunteer or with which she comes into contact through her work with T&E Care, which is not generally known to the public and which Volunteer knows or has reason to know is personal or confidential to an individual or family who is a client of T&E Care. However, Confidential Information does not include any information which: (a) was in Volunteer's possession before receipt from T&E Care or was subsequently and independently obtained by Volunteer without prior knowledge of the T&E Care's Confidential Information; (b) is or becomes a matter of public knowledge through no fault of Volunteer; (c) is rightfully received by Volunteer from a third party without a duty of confidentiality; or (d) is required to be disclosed by applicable law or legal process, provided that Volunteer gives T&E Care reasonable advance notice of any such required disclosure.
- 2.2 Protection of Confidential Information. Volunteer shall treat any and all Confidential Information received from T&E Care as proprietary and confidential. Volunteer may not disclose the Confidential Information

to any individual who is not under an obligation of confidentiality to T&E Care. The obligations to maintain the confidentiality of Confidential Information shall remain with Volunteer for five (5) years from the Effective Date.

- 2.3 Return of Confidential Information. In the event that T&E Care and Volunteer decide to terminate their relationship, Volunteer shall either return any written documents or computer files containing Confidential Information to T&E Care or destroy all such documents or files.
- 2.4 Choice of Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania and jurisdiction for any enforcement of this Agreement shall be located in Philadelphia.
- 2.5 Severability. In the event one or more sections of this Agreement are held to be invalid or unenforceable, such a determination of invalidity or unenforceability shall not affect any other parts or aspects of this Agreement.

IN WITNESS WHEREOF:

**Tredyffrin & Easttown Care**

**[name of volunteer]**

By: \_\_\_\_\_

\_\_\_\_\_

Name:

Title:

Date:

Date:

Address: PO Box 2111  
Southeastern, PA  
19399

Address: