

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made between _____ (hereinafter referred to as “Client”) and Elizabeth Anne Riley (hereinafter referred to as “Social Worker”), in Consideration of Social Worker’s rendering services in support of and for the benefit of Client, and Client’s supplying the necessary information for the procurement of such services; and

WHEREAS, Social Worker will perform services as a result of her relationship with Client, which may require Client to disclose or give Social Worker access to confidential information (hereinafter referred to as “Confidential Information”); and

WHEREAS, for purposes of this Agreement Client and Social Worker are agreed that “Confidential Information” is defined as any information of any kind, nature or description concerning any matters affecting or relating to Client’s familial relationships, financial information, arrest records, criminal history, religious beliefs, medical history or other information that a reasonable person would consider personal and private information or which cannot be readily ascertained or derived from publicly available information.

WHEREAS, in order to protect the Confidential Information that will be disclosed to Social Worker, Social Worker agrees as follows;

A. Social Worker will hold the Confidential Information received from Client in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

B. Social Worker not disclose or divulge either directly or indirectly, either during or after his association with Client, any Confidential Information to others unless first authorized to do so by Client, unless such disclosure is required by law or, in the opinion of the Case Manager, such disclosure is necessary to prevent physical injury to Client or a third party, or is required pursuant to her professional code of ethics.

C. Social Worker will not reproduce Confidential Information nor use this information commercially or for any other purpose other than the performance of her duties for Client.

F. Social Worker agrees that during her association with Client and after the termination of her services for any cause, she will not divulge to any person or persons,

any individual, firm or corporation not directly connected with Client the confidential information of Client, as such as defined herein.

Social Worker further represents and warrants that she is not under pre-existing obligations inconsistent with the provisions of this Agreement.

Client acknowledges by his/her signature below his/her agreement with the terms and conditions of this Agreement.

Client and Social Worker agree that the laws of the State of Tennessee shall apply in the interpretation and enforcement of this Agreement and that the exclusive venue for any disputes arising under this Agreement shall be the Circuit Court of Hamilton County, Tennessee, unless such venue is waived, in writing, by both parties.

Social Worker

Client

Date_____

Date_____