

CASE#: _____



CONFIDENTIALITY AGREEMENT

I, _____, CASA volunteer, hereby agree to adhere to the following guidelines with respect to maintaining confidentiality and respecting the privacy of others in all matters relating to an assigned case.

The guidelines set out below govern circumstances in which the CASA requests and receives information. These guidelines, however, cannot cover every possible situation which may arise. Any questions and/or concerns the CASA volunteer has regarding confidentiality or the application of this policy should be discussed with the CASA Advocate Manager and will be resolved on a case-by-case basis.

1. In requesting information in the course of an investigation, a CASA may need to obtain information from doctors, psychiatrists, psychologists, social workers, attorneys, clergy, teachers, or other professionals who have a protected relationship status with a party or the child. Your Appointment Order should cover most authorizations to access information. By statute, however, there are limitations on the disclosure of information a professional receives during the course of his/her relationship with a client or patient. Many professions also have ethical principles which govern their ability to disclose information (for example, attorneys are bound by Rules of Professional Conduct; doctors, psychologist and social workers by HIPAA codes). In these situations, the professional has no authority to provide any information to a CASA without the express permission of the client or a court order.
 - a. If it is necessary to obtain any privileged/confidential information about someone who is directly related to the case but is not the child(ren), the CASA must obtain from that person a written release of information which allows the professional, hospital, or treatment center to discuss the matter with the CASA.
 - b. While a person may sign a release allowing the CASA to obtain confidential information, he/she may not want to authorize disclosure to the other parties to the case and/or their attorneys. The CASA should review the signed release form very carefully and seek guidance from the Advocate Manager if the CASA has any questions whatsoever.
2. The CASA is not allowed to disseminate documents to any of the parties, their attorneys and/or collateral sources which are covered by state and/or federal confidentiality laws. These documents may include drug and alcohol evaluations/records, involuntary mental health treatment and rape crisis center information, and some criminal histories. Those covered by federal law are usually stamped, “***This information is protected by Federal Law,***” and prohibits you from making any further disclosure. A general authorization for the release of medical or other information is **NOT** sufficient for this purpose.
3. The CASA **shall never discuss** an assigned case for purely conversational purposes, particularly in specific terms, with anyone.

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4. The CASA should not promise a child or any party to the assigned case that his/her statements will be kept secret or confidential.
5. The CASA must disclose confidential information learned during the course of an investigation in three circumstances:
 - a. When consulting with the Executive Director, the Advocate Manager or other authorized program staff, DSS or GAL who must be provided all significant case specifics known to the CASA;
 - b. When ordered by the court in a hearing or trial;
 - c. When the CASA thinks that there is reasonable cause to believe that a child has suffered physical and/or sexual abuse.
6. The CASA **may discuss** a case in hypothetical terms for purposes of illustration at professional meetings or seminars designed to address issues promoting the best interests of children. The CASA shall not, however, mention the names of any individuals involved in the case or provide facts which may identify the case or parties.

Any confidential materials received from another individual or agency, including all information kept on file for the governing board, staff, volunteers and donors, may not be disclosed to anyone outside the CASA program's professional staff, except by court order or written consent of the party involved.

I have reviewed the Confidentiality Agreement and will abide by the terms outlined above.

CASA Volunteer Signature

Date