


<b>MANUAL: BOARD POLICY MANUAL</b>	<b>INDEX I.D.: A.2</b>
<b>SECTION : GENERAL</b>	<b>PAGE NO. 1 OF 2</b>
<b>TITLE: CONFIDENTIALITY</b>	<b>ORIGINAL:</b>
<b>APPROVAL:</b>  <b>BOARD CHAIR</b>	<b>AMENDED: JANUARY 25, 2017</b>

**A.2.1. Policy Statement**

Lumacare requires its Board Members to maintain all information on a confidential basis. The highest standard of discretion should always be exercised with regard to Agency, Board, Employee, or Client information.

The Directors owe the Agency a duty of confidence not to disclose or discuss with another person or entity, or use for their own purpose, confidential information concerning the business affairs of the Agency received in their capacity of Directors, unless otherwise authorized by the Board.

Every Director shall ensure that no statement(s) is made by him/herself to the press, the public or individual, unless authorized by the Board.

**A.2.2. Purpose**

This policy outlines the expectation of Board Members to uphold the highest standard of discretion with regard to Agency, Board, or Client information.

This policy ensures confidential matters are not disclosed until disclosure is authorized by the Board.

**A.2.3. Scope**

This policy applies to all Lumacare Board Members, ex officio Board Members, and non-Board committee members.

**A.2.4. Procedure**

In the course of their relationship with Lumacare Services, Board Members may receive confidential or sensitive information about Lumacare’s employees, students, volunteers, other Board Members, Clients, and families. It is critical that all stakeholders keep this information in the strictest confidence. Accordingly, Board Members may not:

1. Disclose at any time, during or after their relationship with Lumacare, confidential information about Lumacare or any of its stakeholders, to any unauthorized person not employed by or associated with Lumacare; or
2. Make improper use, directly or indirectly, of such confidential information.

Confidential information to which Board Members may have access would include, but not be limited to:

- All matters that are the subject of closed sessions of the Board.
- All matters that are before a committee or task force of the Board, unless they are determined not to be confidential by the Chair of that committee, the task force, or by the Board.
- Business information including financial, statistical information, strategic planning, internal reports, etc.
- Employment information including employment records, salary, family and/or personal circumstances, etc.
- Personal health information (PHI), including medical records, conversations concerning condition or treatment, etc.
- Sponsor family history, including address, donor history, donor relationships, credit card information, etc.
- Business contracts from suppliers or other sources.
- Accountability with funders.

If in doubt, Board Members must seek clarification as to the confidential nature of the information to which they are exposed.

#### **A.2.4.2. Procedure for Maintaining Minutes of Closed Sessions**

Minutes from closed sessions of the Board shall be recorded by the Secretary or designate. If the Secretary or designate is not present, the Chair of the Board will designate a Director to record the minutes.

All minutes from closed sessions of the Board shall be marked "confidential" and shall be handled in a secure manner.

All minutes of committees of the Board shall be marked "confidential" and shall be handled in a secure manner.

Notwithstanding that matters dealt with in an open session, are not confidential, no Director shall make any statement to the press or the public in his/her capacity, unless the statement has been authorized by the Board.

#### **A.2.5. Breach of Confidentiality**

Negligent or malicious failure to adhere to these guidelines of confidentiality may result in dismissal from the Board.

### **A.2.6. Confidentiality Following the Conclusion of a Board Member's Term**

Within one week after a Board Member's relationship with Lumacare terminates, that individual must return all of his or her materials and property to Lumacare. Lumacare Board Members may not keep, copy, or use any confidential information or property that belongs to Lumacare.

### **A.2.7. Acknowledgment**

A Confidentiality Agreement must be signed by all Board Members. This agreement is binding throughout the duration of a Board Member's tenure with Lumacare, and is reinforced through the annual signing of Lumacare's Code of Conduct (Board Policy A.1).

### **A.2.8. Related Policies**

*Board Policy Manual*

A.1. Code of Conduct

*Lumacare Personnel Policy and Procedure Manual*

G.2. Confidentiality

G.3. Privacy and Consent

### **Appendix**

I. Confidentiality Agreement



PEOPLE HELPING PEOPLE  
EST. 1974

## Confidentiality Agreement

I, \_\_\_\_\_ am a BOARD MEMBER of LUMACARE SERVICES.

I acknowledge that Lumacare Services requires its stakeholders to maintain all information on a confidential basis and, as such, agree as follows:

1. Not to disclose at any time, during or after my relationship with Lumacare Services, confidential information about Lumacare Services or any of its stakeholders, to any unauthorized person not employed by, or associated with Lumacare Services.
2. Not to make improper use, directly or indirectly, of any such confidential information.
3. To seek clarification if I am unsure as to what constitutes confidential information.
4. To return all materials and property that belong to Lumacare Services within one week after my relationship with Lumacare Services terminates.
5. Not to keep, copy, or use any confidential information or property that belongs to Lumacare Services

\_\_\_\_\_  
Board Member Name

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date (month/day/year)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date (month/day/year)